

# **EMPANELMENT AND ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARES AND LABWARES ITEMS**



**NATIONAL INSTITUTE OF TECHNOLOGY  
ROURKELA-769008, ODISHA**

# INDEX

## SECTION 1 – INVITATION FOR BIDS

## SECTION 2- ELIGIBILITY CRITERIA

## SECTION 3 – INSTRUCTIONS TO BIDDERS

## SECTION 4 – TERMS AND CONDITIONS OF CONTRACT

## SECTION 5 - PRICE BID

## SECTION 6 - ANNEXURES

1. Annexure 1 : Bidder's Information
2. Annexure 2 : Declaration Regarding Clean Track by Bidder
3. Annexure 3 : Declaration of Annual Turnover and Income Tax Return
4. Annexure 4 : Client's Experience Details
5. Annexure 5 : Undertaking

## SECTION 7 - CHECK LIST

**SECTION 1 – INVITATION FOR BIDS**

Tender No.	NITR/PW/2019/645	DATED : 16th October' 2019
Tender Date	16th October' 2019	
Item Description	<b>EMPANELMENT &amp; ANNUAL RATE CONTRACT OF SUPPLIERS FOR CHEMICAL, GLASSWARES &amp; LABWARES ITEMS</b>	
Last date & time of submission of Tender :	11th November' 2019 (03:00 PM)	
Place of Submission of Bids	The Registrar NIT Rourkela Rourkela-769008 Odisha	
Submission of Bids	<b>Two Bid System</b> : The two bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as – Technical Bid and Price Bid. Both the <b>Technical Bid</b> and <b>Price Bid</b> envelopes should be clearly marked as "Envelope No. 1 - <b>Technical Bid</b> " and "Envelope No. 2 - <b>Price Bid</b> " and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our Tender No. & Due Date and to be submitted to the concern department/section mentioned in tender document.	
Opening Date & Time of tender	12th November' 2019 ( 03:00 PM)	
Place of Opening Tender	Board Room, NIT Rourkela-769008, Odisha	
Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 25,000/- ( <b>Rs. Twenty Five Thousand Only</b> ) in the form of Demand Draft in the favour of 'The Director, NIT Rourkela' payable at Rourkela to be submitted in <b>Technical Bid</b> "Envelop 1".	
Any Clarification	Name : Deputy Registrar (Purchase & Works) Dept : NIT Rourkela Email : <a href="mailto:purchase@nitrkl.ac.in">purchase@nitrkl.ac.in</a> Contact No. : 0661-2462051	
Signinig Authority	Registrar NIT Rourkela-769008	

## SECTION 2

### ELIGIBILITY CRITERIA

1. The Bidder should be a Manufacturer / Authorized Indian Marketing Agent and have existence for a minimum period of three years – (Copy of the Certificate of Incorporation/Registration Certificate of the firms **to be enclosed**).
2. Attested copy of deed of partnership, if the firm is a partnership concern/ Memorandum and Articles of Association duly certified in case of Company (**Copy to be enclosed**).
3. The bidder may authorize Local dealer/distributor/stockist. But It is mandatory to attach Authorisation Certificate alongwith the bid (copy to be enclosed).
4. Copy of the PAN CARD of the firm. (**Copy to be enclosed**).
5. It is mandatory for bidders to have GST registration no. and should submit duly filled Bidders Information along with the Tender. **Annexure-1**.
6. The Bidders must not be blacklisted/Suspended or any service related dispute with any organisation/Govt. Organisations/Semi Govt Org./Banks in India or out side India. **Annexure-2**.
7. The Bidders should have Annual Business Turnover of minimum **50 Lakh** for the past two Financial years i.e. 2016-17 & 2017-18. **Annexure 3 (Copy of Audited Annual Accounts for the last two years to be submitted)**.
8. The Bidders should have submitted filled ITR for last two years i.e.A.Y.2017-18 & A.Y.2018-19 Annexure-3 (Copy of filled Acknowledgments to be submitted).
9. The bidders should have experience in supplying chemicals / glassware / labware items to the govt organisation / Autonomous bodies. Rate contract copy or copy of works orders of at least amounting to Rs. 10,00,000/- (Rupees Ten Lakh) during last three years supplying in the govt organisation/Autonomous bodies **and work completion certificate for the same should also be enclosed. Details to be mentioned in Annexure-4 (Client experience details)**.
10. The bidders should submit Undertaking. **Annexure -5**

### SECTION 3 – INSTRUCTIONS TO BIDDERS

#### 1. Submission of Offer:

- 1.1 Tender MUST BE ENCLOSED IN A SEALED COVER superscribing Tender number / due date & should reach to The Registrar, National Institute of Technology, Rourkela, (Odisha) PIN 769008, on or before due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.
- 1.2 Tender can only be submitted through Speed post/ Registered Post/ Courier Seervice. NIT Rourkela shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification / rejection of any bid so as to reach on or before the due date and time.
- 1.3 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in NIT Rourkela.
- 1.4 Any bidder currently engaged in litigation with other Organizations, must inform their status in writing.

#### 2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

#### 3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, NIT Rourkela may, for any reason, whether on its own initiative or in response to the Clarification request by a prospective BIDDER may modify the bid document.
- 3.2 All prospective BIDDERS who have downloaded the bidding document may visit NIT Rourkela, website for amendments / modifications (if any), which will be binding on them.

#### 4. Bid Opening Process:

- 4.1 The Technical Bid will be opened on the scheduled date & time in the first instance in the presence of representatives of the bidders at NIT Rourkela.

**Empanelment & Annual Rate Contract of suppliers for Chemicals, Glasswares & Labwares Items**

- 4.2 Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendors or its representatives subsequently at a later date for further evaluation.
- 4.3 One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.
- 4.4 The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Price bid opening.

**5. Cancellation of tender:**

- 5.1 Notwithstanding anything specified in this tender document, NIT Rourkela at his sole discretion, unconditionally and without assigning any reason, reserves the rights:
  - i) To accept OR reject lowest tender or any other tender or all the tenders.
  - ii) To accept any tender in full or in part.
  - iii) To reject the tender offer not confirming to the tenders terms.
- 5.2 **Offer which deviates from the vital conditions (as illustrates below) of the tender shall be ejected** : To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
  - i) Non-submission of complete offers.
  - ii) Receipt of offers after due date and time or by email/fax (unless specified otherwise).
  - iii) Receipt of offers in open conditions.
  - iv) Conditional Tenders and Unsigned Tenders will also be rejected.

**If the quality of product and service provided is not found satisfactory, NIT Rourkela reserves the right to cancel or amend the contract.**

**6. Late tenders :**

- 6.1 NIT Rourkela will not be responsible:
  - i) For delayed / late tender submitted / sent by post / courier etc
  - ii) For submission / delivery of quotations at wrong places other than the mentioned in the tender.
  - iii) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
  - iv) Any bid inadvertently received by NIT Rourkela after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER, without any prejudice by hand/speed post/courier services .

**7. Validity of the offer :**

7.1 180 Days from the date of opening of the Technical bid .

**8. Transfer and subletting :**

8.1 The bidder shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

**9. Financial Evaluation :**

9.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.

**10. Deadline for Submission of Bids :**

10.1 Bids must be received by NIT Rourkela on or before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for NIT Rourkela the bid-closing deadline will stand extended to the next working day up to the same time without any further notice.

## SECTION 4 : TERMS & CONDITIONS OF CONTRACT

### 1. Award of Contract

- 1.1. A panel of bidders/suppliers shall be selected for rate contract.
- 1.2. The Empaneled suppliers will be abide by all the Terms & Conditions of the Tender Document.
- 1.3. The qualified suppliers will be empaneled initially for a period of one year and may be extended further for two years more on year to year basis subjected to change in the catalogue price only, if their performance found satisfactory.
- 1.4. Purchase Orders will be placed from various department/sections and centers with reference to the contract.
- 1.5. The Rate contract will be terminated by NIT Rourkela, in case there is loss or damage to the equipment or unsatisfactory performance of vendors/chemical qualities etc., or then such losses will be adjusted by imposing penalty amount and it will be deducted from the Security Deposits.
- 1.6. **If the quality of product and service provided is not found satisfactory, NIT Rourkela reserves the right to cancel or amend the contract. NIT Rourkela may remove or add any suppliers during the contract without prior notice.**
- 1.7. NIT Rourkela reserves right to keep number of firms in Rate contract for similar items during the period of Rate Contract with multiple parties.
- 1.8. All the discounts on quoted rate to be against the catalogue price.

### 2 Prices

- 2.1. Bid Prices **MUST BE SUBMITTED IN ENCLOSED PRICE BID FORM ONLY.**
- 2.2. If the price is not quoted in Price Bid Form provided in tender document then, NIT Rourkela will reject the bid and forfeit the Earnest Money Deposit. If supplier wish to give pricing details, that may be attached in separate sheet.
- 2.3. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
- 2.4. NIT Rourkela is not authorised to issue any Sales Tax forms like form "C" & "D".
- 2.5. GST Will be paid extra as applicable.

### 3 Terms of payment :

- 3.1. Payment to be made within 30 days from the date of delivery and Acceptance Certificate of concerned Department / Section / Centre. **No. Advance payment will be made for the supplies.** No Bill for part payment will be entertained. No payment will be made for unsatisfactory supply.



3.2 Payment shall be made through RTGS/Electronic fund transfer offered by the Bank.

**4 Delivery schedule :**

4.1 Free delivery at NIT Rourkela.

Non-availability of the stock should be informed in writing immediately. No part - supply is generally allowed. But may be allowed on genuine cases, on written request only.

4.2 Defective items or items not as per given brands or samples, if any supplied must be taken back and be replaced with no additional cost.

4.3. Delivery of consumables within 24 hours or up to 5.00 pm of the next day, unless delay is specified while taking order.

**5 EARNEST MONEY DEPOSIT (EMD), Tender Cost& SECURITY DEPOSIT:**

5.1 Earnest Money Deposit (EMD) of Rs. 25,000/- (Rs. Twenty Five Thousand Only) in the form of Demand Draft in the favour of 'Director, NIT Rourkela' payable at Rourkela are to be submitted alongwith the Technical Bid, which should be valid for a period of at least 45 days beyond the bid validity period. If EMD is not found in Technical Bid, the submitted bid will be Rejected.

5.2 No interest shall be payable by the PURCHASER to the BIDDER on Earnest Money for the period of its currency

5.3 Earnest Money Deposit of unsuccessful bidders will be returned within 30 days after the award of the contract.

5.4 For successful bidder, EMD will be converted to security Deposit and will be retained with NIT Rourkela till the expiry / termination of rate contract without interest. The Security Deposit will be returned after satisfactory performance of the work and on completion of all obligations by supplier under the Contract terms.

5.5 EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender.

5.6 Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who

**Empanelment & Annual Rate Contract of suppliers for Chemicals, Glasswares & Labwares Items**

have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.

- i) Khadi and Village Industries Commission (KVIC)
- ii) National Small Industries Corporation (NSIC)
- iii) Any other body specified by Ministry of MSME/GOI

**6. Penalty/ Liquidated Damages :**

- 6.1 Timely delivery is essence of the contract and hence if any consignment be delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to maximum of 10% of total purchase order value.
- 6.2 NIT Rourkela reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties if any will be recovered by forfeiting security deposit at vendor's cost and risks.

**7. Force Measure :**

- 7.1 Force Measure will be accepted on adequate proof thereof.

**8. Legal matter :** Jurisdiction of Rourkela Courts only.

- 8.1 In the event of any dispute over this contract, NIT Rourkela's decision shall be final and binding.

**9. DISCOUNT :**

**Discount should be mentioned in price bid with reference to your price list / catalogue price. Bidders should submit their price list / catalogue valid for one year.**

**10. APPOINTMENT OF LOCAL DEALER/STOCKIEST :**

- 10.1 The Manufacturers (OEMs) / principals offering the Tender may furnish the name and address of their local distributor / dealers, so that the copies can be endorsed them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal, the bill raised by them against the purchase order will be accepted.
- 10.2 Any addition and deletion of dealership/ distributorship shall be intimated to the undersigned immediately on authorization of new party.

11 **TAXES & DUTIES :**

11.0 It may be noted that the Institute is availing custom duty exemption in terms of notification no 51/96- Customs dt. 23.07.1996, Notification no. - 47/2017- Integrated Tax (Rate) dt. 14.11.2017 and Notification No- 45/2017- Central tax (Rate) dt. 14.11.2017[vid Registration No.: TU/V/RG-CDE (227)/2016, dated: 13.11.2018]

12. NIT Rourkela shall provide all the documents under this notification to enable you to clear the goods without payment of Custom duty, whenever required. Please state clearly that this Certificate is **required**.

13. **GENERAL :**

13.1 NIT Rourkela reserves the right to enter into parallel Rate contract with one or more parties for similar items at any time during the period of Rate Contract.

13.2 The Rate Contract can be terminated at any time **WITHOUT NOTICE** by either party.

13.3 The stores so supplied will have to be of high quality & grade and in any of the event if chemicals are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business in NIT Rourkela.

13.4 Mere submission of application/ proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of NIT Rourkela shall be final and binding on the parties.

13.5 Enlistment under Rate contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

**SECTION 5- PRICE BID**

<b>Sr. No.</b>	<b>List of Chemicals Brands</b>	<b>Discount offered on Catalogue price %</b>	<b>GST %</b>
1			
<b>Sr. No.</b>	<b>List of Glasswares Brands</b>	<b>Discount offered on Catalogue price %</b>	<b>GST %</b>
2			
<b>Sr. No.</b>	<b>List of Labwares Brands</b>	<b>Discount offered on Catalogue price %</b>	<b>GST %</b>
3			
<b>Sr. No.</b>	<b>Sequencing of Biological Samples</b>	<b>Discount offered on Catalogue price %</b>	<b>GST %</b>
4			

\* You can quote for all or any one from the above.

\* It is mandatory to submit latest printed Catalogue (Hard Copy) of the manufacture along with the technical bid.

Place :

GST Registration No :

Date :

Signature :

Name :

Office Address :

Affix Rubber Stamp:

**SECTION 6 : ANNEXURES**

**ANNEXURE 1 : BIDDER'S INFORMATION**  
(On Company / firm / Letterhead)

Details of tftt bidders :		
1	Name of the bidder	
2	Registered Office/Shop Address of the bidder	
3	Details of the Incorporation/Shop Establishment License of the Company	
		Registration No.
4	Valid GST Registration No.	
5	Permanent Account No. (PAN)	
6	Name & Designation of the Contact person to whom all references shall be made regarding this tender.	
7	Address for Communication	
8	Email Address of the contact person	
9	Telephone No. (with STD Code)	
10	Fax No. (with STD Code)	
11	Type of Bidder : <b>(Tick the relevant)</b>	
	a) Manufacturer	
	b) Stockist / Chemicals	
12	Name & Address of the Local Authorised Dealer/Distributors / Stockist <b>(if applicable)</b> :	
	a) Permanent Account No. (PAN)	
	b) Valid GST Registration No.	

**ANNEXURE 2 – DECLARATION REGARDING CLEAN TRACK**

(On Company / firm's Letterhead)

To,

Date :

Registrar  
N.I.T. Rourkela  
Rourkela – 769008  
Odisha

Sir,

**Re: Tender No. NITR/PW/2019/645 dated 16th October' 2019 for "Empanelment And Annual Rate contract of Suppliers for Chemicals, Glasswares & Labwares Items".**

I/we carefully gone through the Terms & Conditions contained in the above referred Tender. I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm competent officer in my company / firm to make this declaration.

**Or**

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government/ Government Organizations / Institutions	Semi Reason	Since when and for how long

(NOTE : In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the bidder)

Company Name  
Designation

**ANNEXURE 3 : DECLARATION OF INCOME TAX RETURN**

(On Company / firm's Letterhead)

To,

Date:

Registrar  
N.I.T. Rourkela  
Rourkela – 769008  
Odisha

Sir,

**Re: Tender No. NITR/PW/2019/645 dated 16th October' 2019 for "Empanelment And Annual Rate contract for the Suppliers of Chemical, Glasswares & Labwares Items".**

1) I/we hereby declare that, our firm's Annual Turnover and I/we have also supported by Audited Accounts(i.e. Profit & Loss Statement, Balance Sheet etc.) for your references :

F. Y. 2016 – 17	F. Y. 2017 – 18

And,

2) I/we hereby declare that, our firm had filled Income Tax Returns for last two years i.e. A. Y. 2017-18 & 2018-19. Supported by copy of ITR of two years.

Yours faithfully,

(Signature of the bidder)  
Company Name

Designation  
Seal

Date :  
Business Address :

**ANNEXURE 4 : CLIENT EXPERIENCE DETAILS**

(On Company / firm's Letterhead)

To,

Date :

Registrar  
N.I.T. Rourkela  
Rourkela – 769008  
Odisha

Sir,

**Re: Tender No. NITR/PW/2019/645 dated 16<sup>th</sup> October' 2019 for "Empanelment And Annual Rate contract of Suppliers for Chemical, Glasswares & Labwares Items".**

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference) :

Order Placed by (full add of client)	Order No. & date	Item Description	Value of order	Date of completion of contract	Contact Person along with Telephone No., Fax No. and e-mail address.

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

BusinessAddress :

Encl : As above



**ANNEXURE 5 : UNDERTAKING**  
(On Company / firm's letterhead)

We hereby declare that all the particulars given in this tender are true and complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked by NIT Rourkela. We understand that information provided by us will serve the Criteria for enlistment of ANNUAL RATE CONTRACT and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract our contract may be cancelled and all our claims may be forfeited by the NIT Rourkela. We have read and understood all the terms and conditions of Tender and we fully agree to it.

We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of NIT Rourkela. We also undertake that all the terms and such as Product Range, Price, Discount, Delivery/other charges, Terms of payment and also the name/s of the Dealer/Distributor will remain unchanged during the period and no alteration will be done without your official approval. However, we will Promptly change our distributor / supplier if a request/complaint is received from your end with regard to this effect due to any reason.

(Signature of the Bidder)

Printed Name

Designation

Seal Date :

Business Address :

## SECTION 7 - CHECKLIST

**The following items must be checked before the Bid is submitted:**

### **1. Envelope “1” - “Technical Bid”**

- a) Demand Draft for Rs. 25,000/- (Rs. Twenty Five Thousand only) towards Earnest Money Deposit.
- b) Eligibility Criteria Responses (each pages duly sealed and signed by the authorized signatory)
- c) Copy of this Tender document duly sealed and signed by the authorized signatory on every pages.
- d) Annexure 1 : Bidder's Information  
Annexure 2 : Declaration Regarding Clean Track by Bidder  
Annexure 3 : Declaration of Annual Turnover and Income Tax Return  
Annexure 4 : Client's Experience Details  
Annexure 5 : Undertaking

### **2. Envelope “2” - “Price Bid”**

- a) Price Bid (As per enclosed format of Section-5)

Your quotation must be submitted in two envelopes **Technical Bid (Envelope 1 ) and Price Bid (Envelope 2 )** superscribing on both the envelopes the Tender No. and the due date and **both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our Tender No. & Due Date.**